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THE HONORABLE JUDGE ROBART

Attorney for Plaintiffs

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

JERRI & LEE RICHARDSON,

Plaintiffs,

v.

PLANET HOME LENDING, LLC, a
Delaware Corporation, TRANS UNION
LLC, a Delaware Limited Liability
Company, EXPERIAN INFORMATION
SOLUTIONS, INC., an Ohio Corporation,
and EQUIFAX INFORMATION
SERVICES LLC, a Georgia Limited
Liability Company,

Defendants.

NO. 2:21-cv-01428-JLR

JOINT STATUS REPORT &
DISCOVERY PLAN

JOINT STATUS REPORT & DISCOVERY PLAN

Plaintiffs JERRI & LEE RICHARDSON (“Plaintiffs”) and Defendants PLANET HOME LENDING, LLC (“PHL”) TRANS UNION LLC, (“Trans Union”), EQUIFAX INFORMATION SERVICES LLC, (“Equifax”) and EXPERIAN INFORMATION SOLUTIONS, INC., (“Experian”) in compliance with the Court’s November 2, 2021 Order (Dkt. 17), inform the Court as follows:

1. Nature and complexity of the case.

JOINT STATUS REPORT AND
DISCOVERY PLAN 2:21-cv-01428-JLR

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Plaintiffs' Statement: JERRI & LEE RICHARDSON ("Plaintiffs") are Washington consumers who allege Defendants violated the Fair Credit Reporting Act, inter alia. Plaintiffs refinanced their home with PHL and have a conventional mortgage. Due to Defendants' failure to maintain and follow reasonable credit reporting procedures, Defendants incorrectly reported on Plaintiffs' credit report that Plaintiffs have an installment loan on a mobile home. Plaintiffs' previous mortgages on the home were correctly reported as conventional mortgages. Plaintiffs owns a manufactured home permanently affixed to the land and not separately titled. The difference between how the home mortgage formerly reported accurately, and how it now reports falsely, lowered Plaintiffs' credit scores. When Plaintiffs disputed the false reporting repeatedly, Defendants willfully continued to report the false information in response, so Defendants are liable for punitive damages. As a result of Defendants' conduct, Plaintiffs suffered financial loss, emotional distress, physical illness, anxiety, invasion of their privacy, denial of credit and harm to their reputation, among other harms and losses.

Planet Home Lending's statement: Defendant Planet Home Lending, LLC ("PHL") is the beneficiary of the Deed of Trust. At all times relevant, PHL maintained reasonable procedures to assure the accuracy of how it reported Plaintiffs' account to the credit reporting agencies; reported Plaintiffs' account in compliance with FCRA; and properly initiated and conducted reinvestigations as required. Further, PHL disputes that Plaintiffs suffered any compensable damages arising out of how PHL reported Plaintiffs'

1 loan to the credit bureaus, and that to the extent that Plaintiffs suffered any damages,
2 those damages were not caused by PHL.
3

4 Trans Union, LLC's statement: Defendant Trans Union is a consumer reporting
5 agency, as that term is defined by the FCRA, and states that at all times relevant, Trans
6 Union maintained reasonable procedures to assure maximum possible accuracy of the
7 information concerning Plaintiffs and Trans Union complied with the requirements of
8 the FCRA with respect to Plaintiffs. Trans Union furthermore properly initiated and
9 conducted any required reinvestigation(s) pursuant to the FCRA. As such, any damages
10 Plaintiffs may have sustained were not caused by Trans Union.
11

12 Equifax's Statement: Defendant Equifax Information Services, LLC ("Equifax")
13 denies Plaintiff's claims and denies that it violated the FCRA. At all relevant times
14 herein, Equifax maintained reasonable procedures to assure maximum possible accuracy
15 in its credit reporting concerning Plaintiffs and conducted a reasonable reinvestigation of
16 Plaintiff's disputes with Equifax in compliance with the FCRA. Equifax denies that it is
17 liable to Plaintiffs for any alleged damages, denies that it proximately caused Plaintiffs
18 to suffer any damages, and denies that Plaintiffs can support a claim for any damages in
19 this action.
20

21 Experian's Statement: Defendant Experian Information Solutions, Inc.
22 ("Experian") is a consumer reporting agency, as that term is defined by the Fair Credit
23 Reporting Act ("FCRA"). Experian essentially functions as a storehouse of credit
24 information concerning hundreds of millions of consumers nationwide, collecting and
25

1 storing credit information originated by others. Experian does not generate credit
 2 information itself, nor does it make loans, decide who should receive credit, or set loan
 3 terms.
 4

5 The FCRA is not a strict liability statute and does not require Experian to maintain
 6 error free credit reporting. Rather, the FCRA requires consumer reporting agencies like
 7 Experian to maintain and follow reasonable procedures to assure the maximum possible
 8 accuracy of the information they report on consumers. Additionally, the FCRA requires
 9 consumer reporting agencies to timely reinvestigate if a consumer disputes information
 10 on his or her credit report.
 11

12 Experian maintained and followed reasonable procedures to ensure the maximum
 13 possible accuracy of the information on Plaintiff's credit reports and conducted
 14 reasonable reinvestigations of the disputed accounts. At all times, Experian acted in good
 15 faith and without malice or intent to injure Plaintiffs, and did not act negligently.
 16 Therefore, Experian has no liability in this case. Experian further denies it was the
 17 proximate cause of any damages alleged by Plaintiffs.
 18

19 **2. Proposed deadline for the joining of additional parties.**

20 January 3, 2022.

21 **3. Consent to a Magistrate.**

22 No.
 23

24 **4. Discovery Plan**

25 A. Initial disclosures: by this Court's Order, are due November 30, 2021. (Dkt. 17).

- 1 B. Subjects, timing, and potential phasing of discovery: Discovery will take place by
2 written requests and deposition testimony on the issues raised in the complaint,
3 Defendants' answers, and may seek information electronically stored in Defendants'
4 computer systems. The parties do not anticipate the need to phase discovery.
5
- 6 C. Electronically stored information: The parties do not believe that this case entails
7 electronic discovery, but are amenable to producing any electronically stored
8 information in hard copy or PDF format as an initial matter. Once the parties have
9 had the opportunity to review such documents, the parties agree to confer regarding
10 any additional exchange or production that the parties believe is necessary, and if an
11 Agreement is warranted, to use the Western District of Washington's Model ESI
12 Agreement with as few revisions to the Model as practicable.
13
- 14 D. Privilege issues: The parties intend to cooperate to resolve any issues related to
15 privileged information, and work cooperatively to seek a protective order, using the
16 Western District of Washington Model Protective Order with as few revisions as
17 practicable.
18
- 19 E. Proposed limitations on discovery: The parties agree to the following limitations on
20 discovery, in addition to those contained in the Federal Rules of Civil Procedure:
21 Each party be limited to forty (40) requests for production and forty (40) requests for
22 admission to be served on any other party.
23
24
25
26

1 F. The need for any discovery-related orders: The parties intend to cooperate to resolve
2 any issues related to privileged information, and use the Model Stipulated Protective
3 order with as few revisions to the Model as practicable.
4

5 5. The parties' views, proposals and agreements as to:

6 A. Prompt case resolution – none known at this time.

7 B. Alternative dispute resolution – Plaintiffs are open to private mediation but does not
8 consent to the programs provided for under LCR 39.1. Experian, Equifax, and Trans
9 Union propose that the parties schedule a settlement conference with a Magistrate
10 Judge in February or March 2022.
11

12 C. Related cases – None.

13 D. Discovery management – due to the ongoing COVID-19 crisis and General Orders
14 09-21 and 04-20, the parties agree to conduct all depositions via password-protected
15 videoconference if in-person depositions are not permitted or advisable, and permit
16 the court reporter to swear in the witness remotely via videoconference, according to
17 current best practices for social distancing and infection prevention, until further
18 direction from the CDC, local, state and federal authority, and/or this Court.
19

20 E. Anticipated discovery sought – Plaintiffs will seek discovery to establish Defendants'
21 procedures related to credit reporting and compliance with state and federal law,
22 including written discovery and depositions. Defendants will seek discovery relevant
23 to the parties' claims and defenses raised in the pleadings.
24
25

1 F. Phasing motions – the parties suggest a dispositive motion filing deadline of
2 Thursday, July 28, 2022.

3
4 G. Preservation of discoverable information – the parties agree to take every reasonable
5 measure to preserve all discoverable information.

6 H. Privilege issues – none known at this time, but the parties will confer in good faith
7 on a form of any protective order to present to the court.

8
9 I. Model Protocol for Discovery of ESI – The parties agree to produce electronically
10 stored information in hard copy or PDF format as an initial matter. Once the parties
11 have had the opportunity to review such documents, the parties agree to confer
12 regarding any additional exchange or production that the parties believe is necessary,
13 and if an Agreement is warranted, to use the Western District of Washington’s Model
14 ESI Agreement with as few revisions to the Model as practicable.

15 J. Alternatives to Model Protocol – none suggested at this time.

16
17 6. The parties believe discovery can be completed by Monday, June 27, 2022.

18 7. Whether the case should be bifurcated by trying the liability issues before the damages
19 issues, or bifurcated in any other way: Equifax and Plaintiff do not believe this case
20 should be bifurcated.

21 8. The parties do not wish to dispense with the pretrial statements and pretrial order called
22 for by LCR 16(e), (h), (i), and 16.1 for the sake of economy.

23 9. Any other suggestions for shortening or simplifying the case: none at this time.

24 10. The date the case will be ready for trial: Monday, November 14, 2022.

1 11. Trial will be by jury.

2 12. Number of trial days required: the parties request four days.

3 13. The names, addresses and telephone numbers of all trial counsel: trial counsel include all
4 attorneys who have appeared on behalf of the parties thus far. Additionally, first chair
5 trial counsel for PHL will be trial counsel will be Lukasz Wozniak, 4665 MacArthur
6 Court, Suite 200, Newport Beach, CA 92660, (949) 610-7337.
7

8 14. The dates on which the trial counsel may have complications to be considered in setting
9 a trial date: none known at this time, but the parties will cooperate regarding any
10 scheduling conflicts that may arise.
11

12 15. The date(s) that each and every nongovernmental corporate party filed its disclosure
13 statement pursuant to Fed. R. Civ. P. 7.1 and Local Rule 7.1: PHL on November 10, 2021
14 (Dkt. 19), Equifax on October 25, 2021 (Dkt. 14), Experian on October 20, 2021 (Dkt.
15 4), and Trans Union on October 19, 2021 (Dkt. 2).
16

17 16. All parties were served on September 30, 2021.

18 Dated 7th day of December, 2021, at Tacoma, Washington.
19
20

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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on the 7th day of December, 2021, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to all registered ECF participants in this case.

Dated this 7th day of December, 2021, at Tacoma, Washington.

S//SaraEllen Hutchison
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